

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 90-032-E - ORDER NO. 93-4 ✓
JANUARY 5, 1993

IN RE: Application by Carolina Power)
 & Light Company for Approval)
 of Experimental Tariff Schedule)
 LGS-CUR-TOU-69.)

ORDER APPROVING
MEMORANDUM OF
AGREEMENT

This matter is before the Public Service Commission of South Carolina (the Commission) on the request of Carolina Power & Light Company (CP&L) and Nucor Steel, a Division of Nucor Corporation (Nucor), for approval of the parties' November 23, 1992, Memorandum of Agreement. CP&L currently provides electrical service to Nucor pursuant to a January 11, 1990, Service Agreement and a Rate Schedule designated LGS-CUR-TOU. Pursuant to the Memorandum of Agreement, the parties have agreed to certain modifications to the Service Agreement and Rate Schedule. Specifically, these modifications are as follows:

1. Nucor commits to build a new melt shop facility at or adjacent to its present plant site in Darlington County, South Carolina, and obtain its electrical power for its entire operations at this location pursuant to the January 11, 1990 Service Agreement and Rate Schedule with CP&L.

2. Nucor's firm demand under the Service Agreement and Rate Schedule shall be reduced from 10MW to 5MW, effective January 1, 1993.
3. CP&L will use its best efforts to make service available to Nucor's new melt shop facility on or before September 1, 1993.

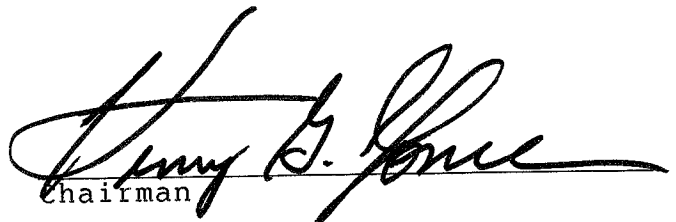
As specified by the Memorandum of Agreement, the foregoing commitments are subject to the following understanding between the parties:

1. Should CP&L need to replace or alter any of its facilities in order to meet the electrical requirements of the new melt shop, the cost of the changes will be recovered by CP&L through the Additional Facilities Charge pursuant to Paragraph 11.F of the Service Agreement. Should CP&L need to relocate or alter its transmission lines in order to meet Nucor's service request, Nucor will bear the costs as specified by Paragraphs 3(A)(1) and (2) of the Memorandum of Agreement.
2. Should Nucor elect to purchase the existing CP&L substation, Nucor may then perform all necessary work, with the exception of the relocation or alteration of any transmission line.

3. CP&L shall waive demand charges for Nucor's demands in excess of 69,000 kW that are associated with the new melt shop facilities during designated off peak periods to permit start-up testing of the new facilities concurrent with the operation of existing facilities.
4. CP&L shall continue to provide service to Nucor pursuant to LGS-CUR-TOU Rate Schedule, as modified by the Memorandum of Agreement, until December 31, 1988, or CP&L's next general rate case, whichever occurs first.
5. All other agreements between CP&L, Nucor, and the Commission shall remain in full force and effect.
6. In the event of any dispute as to the Memorandum of Agreement, either CP&L or Nucor may pursue any and all legal and/or equitable remedies available.

The Commission has reviewed the Memorandum of Agreement submitted by the parties and finds that it should be and is hereby approved effective January 1, 1993.

IT IS SO ORDERED.


Chairman

ATTEST:


Deputy Executive Director
(SEAL)